



CITY OF NEWARK
DELAWARE

Bid Security

Vendor

CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

NOTICE

Return intact with properly
completed forms or bid may be rejected.

CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

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CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

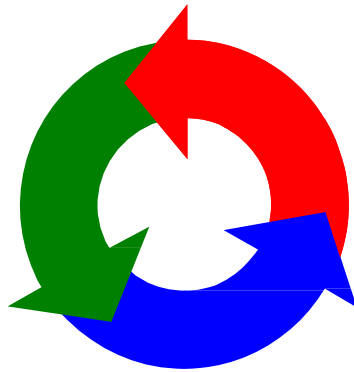
NOTICE OF LETTING

Sealed bids will be received by the City of Newark, Delaware until 2:00 p.m. local time on May 14, 2019. The bids will then be publicly opened and read aloud in City of Newark Council Chambers, 220 South Main Street, Newark, Delaware 19711 for the following project: Rodney Complex – Demolition.

The Rodney Complex – Demolition project includes but is not limited to installation of a chain link fence, site controls, and complete removal of all buildings, foundations, utilities, and infrastructure within the demolition boundary as shown on the contract drawings. The contract documents may be obtained from the City's web page www.cityofnewarkde.us/bids.apsx.

A mandatory pre-bid meeting will be held at the project site at the tennis courts located at 103 Hillside Road, Newark Delaware on April 23, 2019 at 10:00 a.m. local time. Funding for this project is through the State of Delaware Clean Water State Revolving Fund and attention of the bidder is particularly called to the requirements of this program contained in the bid documents. The work will be subject to the Equal Opportunity requirements of the program. All contractors and subcontractors performing work covered by this contract must pay their workers the State of Delaware prevailing wages and fringe benefits determinations for the classifications. The City of Newark reserves the right to waive any informalities and to reject any or all bids. Each Bidder must submit a bid security of not less than ten (10) percent of the bid amount, in a form and subject to the conditions provided in the contract documents. No bid may be withdrawn within thirty (30) days after the actual date of the bid opening.

DELAWARE WATER POLLUTION CONTROL REVOLVING LOAN FUND



PROGRAM REQUIREMENTS Stormwater Projects

Department of Natural Resources and Environmental Control
Office of the Secretary
Environmental Finance
97 Commerce Way, Suite 106
Dover, DE 19904-7794

Updated: February 2018

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SUBPART A

Prevailing Wage Regulations

A. Prevailing Wages Requirements

- a.** The Project or Program to which the work covered by this contract pertains to is being assisted by the State of Delaware and the US Environmental Protection Agency (EPA) therefore the prevailing wage provisions of the Clean Water State Revolving Loan Fund (CWSRF) Program are included in this Contract.
- b.** Loan recipients or engineering representatives are to verify with the State of Delaware Department of Labor (DE DOL) the appropriate wage determination before they go out for competitive bidding.
- c.** All contractors and subcontractors performing construction work covered by this contract must pay their laborers and mechanics the State of Delaware prevailing wages and fringe benefits determinations for the classifications.
- d.** All contractors and subcontractors performing construction work covered by this contract must conform to the State of Delaware Prevailing Wage regulations.

B. Delaware Prevailing Wages

- a.** Delaware Prevailing Wage Regulations, Worker Classifications, Current Prevailing Wage Rates and forms may be found at:
<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1> or by contacting:

State of Delaware
Department of Labor Division of Industrial Affairs
225 Corporate Blvd. Suite 104
Newark, DE 19702
Telephone No. (302) 761-8200

- b.** All Contractors and subcontractors must submit to Delaware DOL (at the above address) and to the loan recipient sworn certified DE DOL payroll forms on a weekly basis.

SUBPART B:
Equal Opportunity Clause (41 CFR 60-1.4)

A. Executive Order 11246 (Applicable to Contracts/subcontracts above \$10,000).

1. During the performance of this contract the contractor and all subcontractors agree as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by the Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUBPART C:

Certification of Non-segregated Facilities (41 CFR 60-1.8)

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offerors will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities.

SUBPART D

Civil Rights Act of 1964

The contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity receiving Federal financial assistance.

SUBPART E

Section 13 of PL 92-500; Under the Federal Water Pollution Control Act; Rehabilitation Act of 1973; PL 93-112; and Age Discrimination Act of 1975

The contractor and any subcontractors shall not on the ground of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program of activity.

SUBPART F

Required Provisions of 40 CFR Part 31 Subpart C

A. Contracts awarded in excess of \$10,000

1. Equal Employment Opportunity Clause

- a. The contractor agrees to comply with Executive Order 11246, entitled Equal Employment Opportunity, "as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. Contracts awarded in Excess of \$100,000

1. Violating Facilities Clause

- a. The contractor agrees to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibits the award of this contract to facilities included on the EPA List of Violating Facilities. The contractor shall report violations to EPA.

SUBPART G

Suspension and Debarment and Other Responsibility Matters

The Project or Program to which the work covered by this contract pertains to is being assisted by the State of Delaware and the following provision is included in this Contract pursuant to the provisions applicable to such SRF Program. Loan Recipients or engineering representatives are to refer to the “List of parties excluded from Federal Procurement and Non-Procurement Programs” to insure that the contractor or subcontracts are not on this list. A search for exclusion records can be made at the official US government System for Award Management website at <https://www.sam.gov>. For assistance visit the Federal Service Desk online at www.fsd.gov or by calling (866) 606-8220.

ACCESS TO PROJECT SITE

The Contractor shall allow representatives of U.S. EPA and the State of Delaware DNREC access to the project site.

PROJECT SIGN

The contractor shall provide and erect a sign at a prominent location at each construction site. The sign and location shall be approved by the Engineer. The sign shall be prepared in accordance with the attached detailed instructions. It shall be the responsibility of the Contractor to maintain the sign in good condition throughout the life of the project.

The sign wording shown on Figure 1 is an example only and must be adapted to suit each project. The Contractor shall be responsible for obtaining the appropriate wording from the Engineer.

The project sign for this project is also required to have the EPA logo. See guidance below:

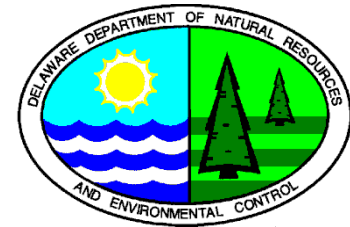
WORKING FOR YOU TO PROVIDE CLEAN WATER FOR TODAY & TOMORROW

NAME OF PROJECT

PROJECT NO. xx-xxxx-xx
Name of Engineering Firm

FUNDING PROVIDED BY:

Funding Source	<u>\$xx,xxx,xxx</u>
Funding Source	<u>\$xx,xxx,xxx</u>
Funding Source	<u>\$xx,xxx,xxx</u>
Total Project Costs	<u>\$xx,xxx,xxx</u>



CONSTRUCTION SITE SIGN REQUIREMENTS

Sign Dimensions: 1200 x 2400 x 19 mm (4' x 8' x 3/4") Exterior Plywood (A-B Grade).

1st four lines are 4 inches in height; remaining lines are 2 inches in height.

DNREC Logo is to be the standard colors – decal to be provided by the Financial Assistance Branch.

Black letters on white background with 3 inch border around the perimeter in dark blue. Place bottom of sign 36 inches to 48 inches above grade to permit public viewing.

Provide adequate support for sign.

EXAMPLE **Figure 1**

EPA LOGO & SEAL SPECIFICATIONS FOR SIGNAGE PRODUCED BY EPA ASSISTANCE AGREEMENT RECIPIENTS

EPA's logo is a two-leaved flower, without stem, accompanied by the Agency's initials to the right. The EPA logo is the primary identifier for use on construction grant signage. Assistance agreement recipients are not required to receive EPA approval to use the EPA logo when used in accordance with the terms and conditions of their assistance agreement award.

The official seal of EPA is circular and is comprised of the two-leaved flower, with stem, encircled by the title UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. The EPA seal may be used only when official comparable seals are used and the recipient has received prior written EPA approval.

It is important that the EPA logo and seal always be reproduced with consistent high quality. The seal and logo must remain intact and unchanged (for example, don't use the flower from the seal by itself). The logo and seal may only be displayed using either the standard color scheme or a single color that complements the background where it appears.

COLOR AND SPACING

- The entire logo and seal must appear in black, gray, or any uniform color or knock out white on a dark background. The flower and text may not be different colors. The flower itself may not contain more than one color. The seal can be monochrome or full color, based on the rest of the seal that it's placed with.
- The relationship between the flower portion of the logo and the vertical type should never be shifted or adjusted.



PMS 563



PMS 662



Process Method
201%



Process Method
100%



Knockout on a
dark color

PREFERRED USE

Use the preferred presentation of the logo on products that do not have enough space for the full logo with text. It may also be used in the presence of other logos.



SIZE AND LOGO WITH OTHER LOGOS

It's important that all parts of the EPA logo be readable. The EPA logo should not be reproduced at sizes any smaller than 1.0" height on a sign. There are no maximum size restrictions as long as the clear space requirements are met. The logo should be made the same relative size as the other logos on the signage.



SIZE AND SEAL WITH OTHER SEALS

When there are multiple state or Federal seals/insignias, the use of the EPA seal is appropriate with prior written EPA approval. The EPA seal should be the same size as the seals that accompany it and should be a minimum of 3 inches in height.



IMPROPER LOGO USAGE



OFFICE OF MANAGEMENT AND BUDGET

DIVISION OF FACILITIES MANAGEMENT

Statutory Authority: 29 Delaware Code, Section 6908(a)(6) (29 **Del.C.** §6908(a)(6))

FINAL

ORDER

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

NATURE OF THE PROCEEDINGS:

The Office of Management and Budget (OMB) initiated proceedings to adopt the Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects. The OMB proceedings to adopt regulations were initiated pursuant to 29 **Del.C.** Chapter 101 and authority as prescribed by 29 **Del.C.** Ch. 69, §6908(a)(6).

On January 1, 2015 (Volume 18, Issue 7), OMB published in the Delaware *Register of Regulations* its notice of proposed regulations, pursuant to 29 **Del.C.** §10115. It was requested that written materials and suggestions from the public concerning the proposed regulations be delivered to OMB by March 6, 2015 or be presented at a public hearing on February 11, 2015, after which time OMB would review information, factual evidence and public comment to the said proposed regulations.

Written comments were received during the public comment period and evaluated. The results of that evaluation are summarized in the accompanying "Summary of Evidence." This is OMB's "conclusion" and "order" as required by 29 **Del.C.** §10118(b).

SUMMARY OF EVIDENCE

In accordance with Delaware Law, public notices regarding proposed Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects were published in the *Delaware State News*, the *News Journal* and the *Delaware Register of Regulations*.

Written and verbal comments were received on the proposed regulations during the public comment period (January 1, 2015 through March 6, 2015). Individuals offering comments included:

- Dr. Brian Shinkle, DO, CIME.
- Mr. James Maravelias, President, Delaware Building & Construction Trades Council.

Public comments and the OMB (Agency) responses are as follows:

Brian Shinkle, DO, CIME

Comment: Studies show that blood/breath alcohol level directly correlates with impairment, but urine alcohol level has no correlation with impairment. Urine alcohol only reasonably shows that someone has used alcohol within the last few days, which is not illegal. You also cannot tell how much alcohol someone used via a urine alcohol test, due to variable urine dilution rates. A better model is to follow the DOT protocol which is to perform breath alcohol testing (which does correlate directly with blood alcohol level and impairment) and to perform this type of alcohol testing in one or all of the following scenarios: post-accident, random or reasonable suspicion.

Agency response: Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

<u>Substance</u>	<u>Common Name</u>	<u>Cutoff</u>
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml

Urine Alcohol	0.04% BAC
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Inasmuch as the state has included testing for alcohol as a means to gauge impairment, OMB is in agreement that a urine alcohol test should not be specified. The specification has been changed to a more generic “alcohol test”.

James Maravelias, President, Delaware Building & Construction Trades Council

Comment: The seven panel test specified in Section 4.3 of the regulation is insufficient and should be changed to require a ten panel test. Keeping in mind that the goal is to provide the safest workplace for employees, protect the general public and instill Delawareans confidence that those individuals working on state funded projects are working safely, the ten-panel protocol is necessary to capture drugs that are highly abused, extremely addictive and can cause a deadly and unsafe work environment for all those around.

Agency response: Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

<u>Substance</u>	<u>Common Name</u>	<u>Cutoff</u>
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml
Urine Alcohol		0.04% BAC

There are no universal standards for the optimal number of panels that must be tested in an employee drug testing program. In fact, Federal DOT standards from which much of this regulation was modeled, requires a five panel testing regimen. The proposed regulation was constructed with a measure of flexibility by mandating “.....a minimum of seven-panel protocol testing....”, therefore allowing for additional panels to be tested. Accordingly the proposed regulation will not be further amended.

FINDINGS OF FACT:

The Department finds that the proposed regulation as set forth in the January 2015 *Register of Regulations* with the one insubstantial change noted in section 4.3 should be adopted. While the Office of Management and Budget appreciates the other suggestions brought forth, it is felt the existing content of the regulation as published in the January 2015 *Register of Regulations* represents a fair balance to protect management, labor and members of the public.

NOW THEREFORE, under the statutory authority and for the reasons set forth above, the Director of the Delaware Office of Management and Budget does hereby ORDER that the Regulation be, and that it hereby is, adopted and promulgated. The effective date of this Order is for all large public works projects advertised for bid on or after January 1, 2016.

Ann Shepard Visalli, Director
Office of Management and Budget

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

1.0 Purpose

The Office of Management and Budget (“Office”), has developed these regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. §6962.

2.0

Definitions

“Contractor” means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 Del.C. §6962.

“Division of Facilities Management” and “DFM” means the Division of Facilities Management within the Office of Management and Budget.

“Drug Testing Firm” is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of Employees, applicants, licensees, etc., in compliance with these requirements.

“Employee” means an individual employed by a Contractor or Subcontractor who works on the Jobsite of a Large Public Works Contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the Contractor’s Jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term “Employee” shall also include supervisors and foremen working on the Jobsite. The term “Employee” shall also include delivery personnel employed by a Contractor or Subcontractor working on or delivering materials and equipment to and from a Jobsite.

“Impairment” or “Impaired” means symptoms that an Employee while working may be under the influence of drugs or alcohol that may decrease or lessen the Employee’s performance of the duties or tasks of the Employee’s job position, including symptoms of the Employee’s speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the Employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

“Jobsite” means the site or area directly or indirectly owned, operated or controlled by the Owner in which the Contractor or Subcontractor performs work or delivers services to the Owner. For the purpose of this definition, “Jobsite” does not mean a remote work site not under the direct or indirect control of the Owner in which work is performed to fulfill the Contractor’s or Subcontractor’s obligations.

“Large Public Works Contract” means a contract for a public works construction awarded pursuant to 29 Del.C. §6962.

“Mandatory Drug Testing Program” and “Program” means a defined set of basic procedures, requirements and rules that must be used by a Contractor or Subcontractor to test Employees for drugs in compliance with these requirements.

“Owner” is the state agency, school district or entity that awards a Large Public Works Contract to a Contractor pursuant to 29 Del.C. §6962.

“Positive Test Result” and “Fail a Drug Test” means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an Employee shall not be considered to have a Positive Test Result nor shall an Employee be considered to “Fail a Drug Test” if:

- The Employee is a Registered Qualifying Patient and;
- The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

“Random Drug Testing” means that an Employee is chosen at random for testing without advance notice, from a pool of Employees working on the Jobsite. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

“Registered Qualifying Patient” means a person (1) validly issued and in possession of an unexpired Registry Identification Card as defined by 16 Del.C. §4902A (14), and (2) subject to confirmation through a “verification system” as set forth at 16 Del.C. §4902A(17).

“Subcontractor” means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in section 2.1.

“Testing Result Forms” means a form summarizing drug testing completed monthly by the Contractor and Subcontractor and submitted to the Owner in accordance with requirements contained in the bid solicitation.

3.0

Employee drug testing documentation requirements.

3.1 The following documentation requirements apply:

3.1.1 At bid submission - A solicitation for a Large Public Works Contract must require each Contractor that submits a bid for the work to submit with the bid signed individual affidavit(s) for the Contractor and each listed Subcontractor certifying that the Contractor and Subcontractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation.

- 3.1.2 Two business days prior to contract execution – The awarded Contractor shall provide to the Owner copies of the Employee Drug Testing Program for the Contractor and for all listed Subcontractors.
- 3.1.3 During contract execution – Contractors that employ additional Subcontractors on the jobsite may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program. A Contractor or Subcontractor shall not commence work until the Owner has concluded the Employee Drug Testing Program complies with this Regulation as per Section 3.2.
- 3.1.4 In the event of an emergency a Contractor may employ additional Subcontractors on the jobsite prior to submitting the Subcontractor's Employee Drug Testing Program provided that said Program is submitted to the Owner as soon as practicable.
- 3.2 A Contractor or Subcontractor shall be treated as having a Mandatory Drug Testing Program that complies with this regulation if the Program includes the following:
- 3.2.1 The Program meets the minimum standards in section 4.0 of this regulation.
- 3.2.2 The Program provides for the frequency of testing of Employees as per section 5.0 of this regulation:
- 3.2.3 The Program imposes disciplinary measures on an Employee who fails a drug test as per section 6.0 of this regulation.
- 3.3 Prequalified Contractors and Subcontractors – A Contractor or Subcontractor may meet the provisions of Section 3.1 if they are Prequalified through the DFM Prequalification and if the DFM Prequalification includes provisions requiring an Employee Mandatory Drug Testing Program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this Regulation
- 3.4 The State shall not be obligated to pay, and the Contractor or Subcontractor shall expressly agree that, any portion of work performed by a Contractor or Subcontractor commenced before that Contractor or Subcontractor has complied with Sections 3.1 and 3.2, provided however that emergency work as referenced in 3.1.4 may not be subject to this provision.

4.0 Minimum Standards for a Mandatory Drug Testing Program

- 4.1 Testing for the presence of drugs in an Employee's system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/mandatory_guidelines5_1_10.html All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.
- 4.2 Contractors and Subcontractors subject to these regulations may procure the services of an appropriate Drug Testing Firm to administer their program. A Contractor or Subcontractor may also implement a Mandatory Drug Testing Program using in-house personnel and resources. However a Contractor or Subcontractor doing so shall have to demonstrate that the program meets or exceeds the requirements specified herein to the satisfaction of the Owner.
- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus **[urine]** alcohol screening for the following:

<u>Substance</u>	<u>Common Name</u>	<u>Cutoff</u>
<u>Marijuana metabolite</u>		<u>50 ng/ml</u>
<u>Cocaine metabolite</u>		<u>150 ng/ml</u>
<u>Opiate metabolite</u>		<u>2000 ng/ml</u>
<u>Acetylmorphine</u>	<u>Heroin metabolite</u>	<u>10 ng/ml</u>
<u>Phencyclidine</u>	<u>PCP</u>	<u>25 ng/ml</u>
<u>Amphetamines (including Methamphetamines)</u>	<u>Meth</u>	<u>500 ng/ml</u>
<u>MDMA</u>	<u>Ecstasy</u>	<u>250 ng/ml</u>
<u>[Urine]</u> <u>Alcohol</u>		<u>0.04% BAC</u>

- 4.4 The frequency of Random Drug Testing and the methodology for selecting Employees to be screened are defined in section 5.0 and shall be incorporated into Contractor and Subcontractor mandatory testing procedures. A Contractor or Subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

- 5.1 Initial Drug Testing - Employees commencing work on a Jobsite must be tested with the exception that an Employee who has passed a random or scheduled drug test within the past 60 days from the date of commencing work shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- 5.2 Random Drug Testing - During the course of a project, each Contractor and Subcontractor with Employees on the Jobsite shall implement Random Drug Testing according to the following requirements.

 - 5.2.1 All Employees will be subject to random, unannounced testing.
 - 5.2.2 The selection of Employees shall be made by a scientifically valid method of randomly generating an Employee identifier from a Contractor or Sub-contractor's pool of Employees.
 - 5.2.3 No less than 10% of a Contractor's or Subcontractor's anticipated workforce based on construction schedules validated by certified payrolls shall be randomly selected each month for testing. Contractors or Subcontractors with less than 10 Employees shall test at least one of their Employees, selected randomly per month. Each Employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some Employees may not be tested within a year, while others may be tested more than once.
 - 5.2.4 Employees notified that they have been selected must report within four hours for testing to a site specified. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
 - 5.2.5 Purposely impeding or delaying an Employee's fulfillment of the testing requirements herein by a Contractor or Subcontractor may subject the Contractor or Subcontractor to sanctions listed in Section 8.
- 5.3 Reasonable Suspicion Testing – An Employee will be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner reasonably believes that he or she has an Impairment caused by drugs and/or alcohol. Further, an Employee may be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner finds drug paraphernalia and/or open alcohol containers on the Jobsite.
- 5.4 Return to Duty Testing – As required in Section 6.0.
- 5.5 Accident Triggered Testing – An Employee will be required to take a drug test and may be subject to an onsite alcohol breathalyzer test at any time there is a Jobsite accident involving loss or significant property damage, injury or death to an Employee of the Contractor, Subcontractor, or Owner or member of the public.

 - 5.5.1 As soon as practicable following an accident, the Contractor will notify the Employee(s) whose performance could have contributed to the accident of the need for the test.
 - 5.5.2 The appropriate Contractor shall ensure that an Employee, required to be tested under this section, is tested as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
 - 5.5.3 An Employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
 - 5.5.4 If an Employee fails or refuses to be tested, he/she must be removed from the Jobsite.
 - 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.

6.0 Consequences of a Positive Test Result

- 6.1 The disciplinary measures contained within a Contractor's or Subcontractor's drug testing program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:

 - 6.1.1 The Employee is subject to an immediate suspension from any public works Jobsite.
 - 6.1.2 The Employee is not eligible for reinstatement by the Contractor or Subcontractor to any public works Jobsite until 30 days after the Employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.

- 6.1.3 The Employee is subject to unscheduled monthly random testing for at least one (1) year after reinstatement, or during the term of the Large Public Works Contract, whichever is less.
- 6.1.4 An Employee who has tested positive for more than one drug test within a three year period shall be permanently banned from working at public works Jobsites.
- 6.1.5 An Employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a Registered Qualifying Patient shall be exempted from the disciplinary actions contained in this section unless:
 - 6.1.5.1 The Employee was Impaired by marijuana at the Jobsite
 - 6.1.5.2 Employment of the Registered Qualifying Patient would cause the Owner to lose monetary or licensing-related benefits under Federal law.
- 6.2 A Contractor or Subcontractor shall report the Positive Test Result to the Employee's professional licensing board, if applicable.

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

- 7.1 During the term of the contract:
 - 7.1.1 During the term of the contract, Contractors and Subcontractors shall submit Testing Report Forms to the Owner as set forth herein:
 - 7.1.1.1 The Testing Report Forms shall be submitted to the Owner no less than quarterly.
 - 7.1.1.2 An Owner may require monthly submissions of the Testing Report Forms.
 - 7.1.1.3 A Contractor or Subcontractor that is employed on the Jobsite for less than 30 days shall not be subject to the reporting requirements contained in Sections 7.1.1 and 7.1.2 of this regulation, unless the Owner specifies that such reporting is required in the Invitation to Bid or Specifications relating to the work to be performed.
 - 7.1.2 The forms shall at a minimum contain the following information:
 - 7.1.2.1 The number of Employees who worked on the Jobsite during the previous month.
 - 7.1.2.2 The number of Employees subjected to random testing during the previous month.
 - 7.1.2.3 The number of negative results and the number of positive results.
 - 7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.
 - 7.1.3 Testing Result Forms may be submitted electronically to an Owner.
 - 7.1.4 Any Positive Test Result including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner within 24 hours of the Contractor or Subcontractor receiving the test results. A Positive Test Result must be submitted to the Owner in writing.
 - 7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices.
 - 7.1.6 The failure to comply with these reporting requirements shall be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

8.0 Penalties

- 8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:
 - 8.1.1 Written warning (1st offense).
 - 8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2nd offense) and one year (3rd offense).
 - 8.1.3 For subsequent offenses, debarment or bond revocation.
- 8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor **[are is]** not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

Action taken on employee in response to a positive test result:

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

DRUG TESTING FORMS

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Number of employees who worked on the jobsite during the report period: _____

Number of employees subject to random testing during the report period: _____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

**FREQUENTLY ASKED QUESTIONS
DRUG TESTING PROGRAM FOR LARGE PUBLIC WORKS PROJECTS**

Question:	Which State projects require that contractors have a Drug Testing program in place?
Answer:	Large Public Works (PW) projects as defined by Title 29, Chapter 69 of <u>Del Code</u> . Large Public Works projects are those projects which are required to be bid at a threshold level set by the Procurement Council; currently that level is those projects \$100,000 and over. Letter bids (not formally advertised) are not subject to testing.
Question:	Which Contractors are subject to testing?
Answer:	The Prime or General Contractor and all <i>listed</i> subcontractors.
Question:	What do I submit with my bid to certify compliance with the Regulation?
Answer:	An Affidavit Form is submitted with your bid for your firm and a separate form(s) for all <i>listed</i> subcontractors certifying compliance or will have program in place prior to award.
Question:	Do we have to use the Drug Affidavit and Reporting Forms that come with the bid forms?
Answer:	Use the Affidavit Form as contained in the Bid Documents. It is acceptable for the contractor to use their own Reporting Form as long as the Owner agrees, and it contains the minimum data elements as specified in the regulation.
Question:	Is there an expiration for the Drug Affidavit Forms? Can they be used on multiple projects? Do the forms have to be originals?
Answer:	The Drug Affidavit Forms do not expire unless they are no longer valid. They can be used on multiple projects and are not "project specific" but must be submitted with every bid. Original signatures and raised seal are NOT required; copies of the form are acceptable.
Question:	What do I submit prior to contract award?
Answer:	A copy of the Drug Testing program for your firm and from <i>listed</i> subcontractors that meets the requirements in the Regulation is submitted 2 days prior to award.
Question:	Which employees are tested?
Answer:	All employees that will be working on the jobsite are subject to testing. Home office employees and other workers not located on the jobsite and not under control of the contractor are not subject to testing.
Question:	When are employees tested?
Answer:	Initially (prior to work on the job, unless they've passed a random or scheduled drug test within the past 60 days), and randomly (either quarterly or monthly as defined in the contract). There are also "Reasonable Suspicion" and "Accident Triggered" testing requirements.

Question:	How is the 30 days in Section 7.1.1.3 calculated?
Answer:	The 30 days refers to a consecutive number of calendar days, including weekend days.
Question:	Does the 60 day prior test in Section 5.1 necessarily include alcohol testing?
Answer:	No.
Question:	How many employees are tested randomly?
Answer:	At least 10% of the Contractor's workforce, not less than one, are randomly tested during the contract period.
Question:	What is considered a "scientific valid method of randomly generating an Employee identifier" for the random testing requirement as noted in 5.2.2?
Answer:	Any method, mechanical (pulling names from a hat) or electronic (random number generator) that provides an unbiased and equal chance of selection to all employees in the pool to be tested.
Question:	If a contractor/subcontractor tests <u>all</u> their employees randomly (10%) are they covered if the person tested that period isn't in the "pool"?
Answer:	Yes.
Question:	Because manpower ramps up and down on a construction site and sometimes very quickly, at what point in the month do you make the determination of how many employees are on site for the pool to determine what constitutes 10%?
Answer:	The measurement of the number of employees is addressed in 5.2 as follows: "No less than 10% of a Contractor's or Subcontractor's anticipated workforce based on construction schedules validated by certified payrolls shall be randomly selected each month for testing". The key word is "anticipated"; the random number pull for a particular month would be based on how many employees you anticipate to be on the job during that month.
Question:	What if there is only one person working for a sub on a project? Since at least 10%, not less than one, need to be tested, are they tested every month/quarter?
Answer:	Yes, unless the subcontractor has a program in place to randomly test at least 10% of <u>all</u> of their employees monthly. Please refer to Section 5.2.3.
Question:	If a subcontractor hires another firm to do portions of their work but they aren't employees (i.e. a "sub of a sub"), do they need to drug test those employees or require the firm to have a program in place?
Answer:	There is nothing in the regulation that requires "subs of subs" to have a testing program in place.
Question:	Are temp agencies or temp employees required to be tested?
Answer:	If they are a listed subcontractor, yes. If they are a "sub of a sub", no.

Question:	We are an Architectural/Engineering sub-consultant firm currently providing services to (State agency). Does this new regulation concerning drug testing apply to A/E contracts, or is it just for general contractors and for bid public works contracts?
Answer:	Reference the definition of “subcontractor” as reflected in the regulation 2.1: “Subcontractor” means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in section 2.1.” As you are providing services to (state agency) directly and not to the Contractor you would not be included in this definition.
Question:	For the 10% random requirement, what happens at 11 employees? Do we test two or one?
Answer:	Because Section 5.2.3 currently states that “no less than 10%...” per month must be tested, if a contractor or a subcontractor has 11 employees on the jobsite, they must randomly test two per month unless the contractor or subcontractor has a program in place to randomly drug test at least 10% of <u>all</u> of their employees monthly.
Question:	If there are 10 employees working 4 job sites and each are required to have programs under this regulation, do 4 of the 10 (10% per jobsite) have to be tested each month?
Answer:	No, 10% of the total need to be tested.
Question:	If a company or firm has several State Large Public Works jobs going at the same time, may they put all employees from each job into one random testing pool?
Answer:	Yes, as long as the program meets all other requirements of the Regulation.
Question:	If office or administrative staff goes to a jobsite for just a site visit or meeting, will they be required to be tested since they are not doing any work onsite?
Answer:	No, the Regulation only covers workers performing work at the jobsite. Note that covered employees DOES also include supervisors/foremen working on the jobsite and delivery personnel delivering materials and equipment to and from the jobsite.
Question:	What are the reporting requirements during the contract?
Answer:	Random testing is reported either quarterly or monthly to verify that 10% of the Contractor’s employees are being tested (no names are included, just # tested). Any Positive Test Results are reported to the Owner within 24 hours (name is included in a sealed envelope).
Question:	Is Alcohol screening a requirement for the Initial Drug Test (within 60 days in advance of employee at the jobsite)?
Answer:	No.
Question:	Does alcohol testing have to be urine alcohol?
Answer:	The Regulation does not specify the specific methodology for urine testing.

Question:	What are the consequences of a Positive Result?
Answer:	Employee is immediately suspended from the jobsite. Not eligible on any State PW jobsite until 30 days after a subsequent negative test result. Also subject to one year of unscheduled random testing. More than one positive within a 3 year period results in a permanent ban for the employee from State of Delaware PW jobsites.
Question:	What is the definition of “significant damage” in Section 5.5?
Answer:	As of the current version, it is not defined in the regulation. Generally it is an amount of damage that has a large monetary effect or delays the project schedule.
Question:	What constitutes an injury requiring drug testing as required in 5.5?
Answer:	Any injury requiring medical care beyond first aid.

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 15, 2019

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.12	20.33	44.22
BOILERMAKERS	79.62	33.60	61.64
BRICKLAYERS	69.61	24.27	26.06
CARPENTERS	55.63	55.63	44.22
CEMENT FINISHERS	45.61	25.48	18.98
ELECTRICAL LINE WORKERS	77.06	76.66	67.64
ELECTRICIANS	70.49	70.49	70.49
GLAZIERS	21.36	18.55	12.56
INSULATORS	57.88	57.88	57.88
IRON WORKERS	64.26	63.77	61.00
LABORERS	47.70	47.70	47.70
MILLWRIGHTS	74.23	74.23	59.84
PAINTERS	83.91	83.91	83.91
PILEDRIVERS	78.02	41.17	32.04
PLASTERERS	20.12	17.48	11.81
PLUMBERS/PIPEFITTERS/STEAMFITTERS	89.13	81.44	18.72
POWER EQUIPMENT OPERATORS	71.29	71.29	71.29
SHEET METAL WORKERS	32.15	19.95	18.73
SPRINKLER FITTERS	34.65	13.12	10.86
TRUCK DRIVERS	33.44	21.57	23.30

CERTIFIED:

03/18/2019

BY:

[Signature] on behalf of *[Signature]*
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 2019-04 Rodney Complex Demolition , New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C. §108 &</u> 10 <u>Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 &</u> 10 <u>Del.C. 542(c)</u>

Updated: January 22, 2019

CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 19-08, "RODNEY COMPLEX –DEMOLITION." Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, May 14, 2019. Each bid so submitted shall constitute an irrevocable offer for a period of thirty (30) calendar days following the bid opening date.

A mandatory pre-bid meeting will be held on April 23, 2019 at 10:00 a.m. at the Rodney Dormitory Complex at the tennis courts located at 103 Hillside Road, Newark DE 19711.

2. DEFINITIONS

- A. *Agreement:* The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- B. *Contract Documents:* Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. *Contractor:* The individual or entity with whom the Owner has entered into the Agreement.
- D. *Owner:* The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner for this project is the City of Newark.
- E. *Shop Drawings:* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- F. *Site:* Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

- G. *Subcontractor*: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- H. *Work*: The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

3. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security shall be grounds for rejection of the bid. If the successful bidder fails or refuses to execute and deliver the contract within twenty (20) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders thirty (30) calendar days after the bid opening date. The successful bidder shall provide the City with a Performance Bond and Payment Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bonds shall be provided to the City with the executed contract within twenty (20) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

4. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

6. BID PRICE

The bid price shall include all transportation, delivery, installation, removal, disposal and all charges for the goods and services specified to complete the work identified for each individual bid item. The Contractor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal. No allowance for additional compensation will be considered for failure to comply with this requirement. The work done under this contract will be funded by the State of Delaware Revolving Loan Fund (CWSRF) Program and all requirements detailed in the program requirements in these contract documents shall apply.

7. COMPLETION DATE AND TIMES

The Contract will have a start date of August 1, 2019. The project completion date is November 27, 2019. Liquidated damages of eight hundred dollars (\$800.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

The Contractor shall NOT perform any exterior demolition of any buildings, roadways, sidewalks, etc. until September 3, 2019. Any demolition and site activities completed prior to September 3, 2019 must be submitted to the Owner for review and approval.

8. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

9. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

10. EQUALS

Where a product is specified by catalog or model number, the acceptability of any other "or approved equal" product shall be subject to the sole judgment of the City of Newark.

11. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

All goods and materials shall be produced or manufactured in the United States, unless otherwise approved in writing. Appropriate documentation shall be provided with all goods and material submittals.

12. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

13. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

14. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

15. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses including a State of Delaware Business license and also shall be a fair and equal opportunity employer.

16. NON-COLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

17. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, issued no later than four (4) calendar days prior to the bid opening date. Bidders shall bear the entire responsibility for being sure they have received all such addenda. **Bidder is responsible for submitting a signed letter listing the addendums received for this contract.**

Any questions regarding the bidding process should be directed to Ms. Cathy Trykowski, Purchasing Administrator, at ctrykowski@newark.de.us or (302) 366-7000. Any questions regarding the technical specifications should be directed to Mr. Timothy Filasky, PE, Acting Director, Water Resources and Public Works, at tfilasky@newark.de.us or (302) 366-7000.

18. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Payment for material stored on-site will be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

19. BIDDERS QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible bidder, or is not prepared with all the necessary experience, capital, organization and equipment to conduct and complete the work for which the bidder proposes to contract.

EACH BIDDER SHALL SUBMIT WITH THE BID A LIST OF AT LEAST FIVE REFERENCES FOR COMPLETED SIMILAR PROJECTS WHICH MUST INCLUDE CONTACT PERSON, AGENCY AND PHONE NUMBER.

20. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. To be eligible to bid the project, the Prime Contractor shall be required to provide a letter stating an insurer is prepared to provide coverage. Formal proof of coverage will be required prior to signing the contract.
- C. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$2,000,000 Each Occurrence Limit
- \$2,000,000 Personal & Advertising Injury Limit
- \$3,000,000 Annual Aggregate Limit
- \$3,000,000 Products-Completed Operations Limit
- \$1,000,000 Business Auto Liability Limit
- \$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner), Johnson Mirmiran & Thompson (JMT) Inc., The University of Delaware, and all other parties required of the general contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

D. All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty (30) days following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

21. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal, non-collusion statement, insurance documentation, and bid security must be executed and completed in full and submitted with the bid at the time of bidding, or bid may be subject to rejection.

22. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Construction Schedule
- B. Payment Bond
- C. Performance Bond
- D. Insurance Documentation
- E. Schedule of Values for all Lump Sum Bid Items

23. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

24. GUARANTEE

The contractor shall guarantee the work, materials, and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects that may develop therein during a period of one year from the date of the Owner's acceptance of the Certificate of Substantial Completion.

25. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

26. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

27. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions as they exist is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the work area. The contractor also shall examine carefully the plans, specifications and the contract forms for the work contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Contractor is solely responsible to identify, obtain and pay for all required permits, licenses and approvals required by any and all State, local or Federal authorities or governmental agencies to complete the Work. It is intended that the project be performed by an experienced demolition contractor, with all appropriate licenses.

28. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The purpose of the Pre-Bid Site Walk is to provide prospective Bidders access to the Property so that existing conditions may be observed and taken into account when preparing bid proposals. Bidders will be held responsible for incorporation of existing conditions, which may be discoverable at the pre-bid meeting, into their bid proposals. The Contractor will be held to have examined the site before submitting bid proposals for the Work and to be fully aware of the existing conditions under which the Work will be done or that will in any way affect the Work under this contract. No allowances will be made in this connection for error or negligence on the part of the Contractor.

29. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act and all other state and local laws, ordinances and codes governing all work to be provided under the contract documents.

The Contractor shall maintain on-site and in all vehicles at all times spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the contractor shall notify the Public Works and Water Resources Department immediately at 302-366-7000. The Contractor will also be responsible for spill response and clean-up at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for 150% of the personnel time and material expenses incurred by the City as necessary for the response.

30. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, sidewalks, fences, shrubbery, and driveways that have been disturbed shall be restored to their original condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

31. INSPECTION OF MATERIAL AND WORK

- A. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- B. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the city, material and the work shall be done again immediately to the satisfaction and approval of the city at the cost and expense of the contractor.
- C. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.
- D. In case the city should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the city shall have the power to make an equitable deduction from the stipulated price.
- E. Neither the inspection nor supervision of the work, nor the presence or absence of an inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

32. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport and lawful disposal of construction debris and or materials.

33. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this sealed bid solicitation or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

34. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code. Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application.

The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

35. RELEASE OF LIENS

The Contractor is required to provide documentation stating that all liens filed against the Contractor have been paid before the final 5% retainage is released to the Contractor.

CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

SCOPE OF WORK

1. DESCRIPTION

The Rodney Dormitory Complex (Site) is approximately 7.24 acres and is identified as New Castle County tax parcel number 18-019.00-296. The Site includes six former residential dormitory buildings with common lounges, a dining hall, and a Power House building (utility building) which houses the boilers. Each former dormitory building consists of a 3 to 4 story brick building (Building A through Building F) with Buildings A/B, C/D and E/F having shared basement space which was formerly used for utility closets, storage space, study space, a post office area, and inter complex utility connections. The northern portion of the site includes tennis, basketball, and volleyball courts, open grass areas, walking paths, and parking areas. The dormitory buildings and the western half of the site have been unoccupied since 2014 and are currently fenced off with a chain-link fence. Prior environmental investigations and known environmental conditions at the Site are documented in the Site Reports. The Site is a Certified Brownfield site in the State of Delaware. All work shall be performed in accordance with the DNREC approved Contaminated Materials Management Plan as well as all Local, State, and Federal laws and regulations.

The drawings and specifications further define the scope of work. The Contractor shall furnish all required equipment, materials, and labor necessary for completion of the work described below:

- A. Installation of a chain link fence around the property.
- B. Demolition and removal from the site of all buildings, including foundations, sidewalks, walls, bike racks, and any other item in the area designated on the project drawings.
- C. Demolition and removal from the site all , and any other item in the area designated on the project drawings.
- D. Disconnection and removal of all above and below ground utilities as shown on the project drawings.

2. LOCATION

The Rodney Dormitory Complex is located at 103 Hillside Road, Newark DE 19711.

3. PERMITS, CERTIFICATIONS, LAWS AND ORDINANCES

The Contractor is required to have or obtain a City Contractors License and State of Delaware business license prior to starting the work. The Contractor is required to obtain a building demolition permit required for completion of the work. The fees for City of Newark permits will be waived.

The Contractor shall perform the work in accordance with all local, state and federal laws and ordinances.

4. COORDINATION

- A. Contractor shall coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations that depend on each other for proper installation, connection, and operation.
- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- C. Coordinate removal of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- D. Coordinate with the City to detour pedestrian access to the project site.

5. SUBMITTALS

The Contractor should provide submittals for review and approval in PDF format. For scheduling purposes, the Contractor shall allow for fourteen (14) day review time by the City. The Contractor shall provide the following submittals to the Owner for review and approval:

- A. Construction Schedule
- B. Contractor shall submit a sketch of the project area showing the required staging and storage area to the Owner for review.
- C. Shop drawings for all proposed materials and equipment as outlined in the technical specifications.
- D. Dust control plan to ensure compliance with dust control and monitoring thresholds and limits.
- E. Schedule of Values for Lump Sum Bid Items.

6. RESTORATION

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the sites.

7. SECURITY AND SITE ACCESS

The Contractor is responsible for security of his equipment and materials related to the work. The Contractor is responsible to maintain the work site in a safe and orderly manner.

Contractor shall have full use of Project site as shown in the contract drawings for construction operations during the construction period. Contractor is required to maintain a secure perimeter and all gates allowing access to the construction site will be locked when no personnel are on site. Pedestrian walkways shall be always open and gates unlocked except when they must be closed for construction purposes. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

- A. The Owner will be provided three (3) copies of gate keys.
- B. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- C. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- D. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

8. WORK RESTRICTIONS

- A. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work at the site to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated or approved by City of Newark.
- C. Any and all work within a DelDOT right-of-way shall be in accordance with DelDOT work restrictions and traffic control requirements which may require night time work activity inside the right-of-way when impacting the travel lanes.
- D. Weekend Hours: Weekend hours must be approved by the City. Contractor must submit request to work on weekends at least 5 business days in advance of the projected work date.

- E. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than five days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- F. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- G. Controlled Substances: Use of tobacco products and other controlled substances on Project sites is not permitted.
- H. Contractor shall have contaminant spill response equipment readily available on-site during construction activity.

9. STARTING DATE AND SEQUENCE OF CONSTRUCTION

The starting date of this contract will be specified by the City in a written "Notice to Proceed." A preconstruction meeting shall be scheduled to finalize the sequence of construction. The final decision as to the sequence of construction shall be that of the Engineer.

10. COORDINATION WITH THE CITY

The Contractor shall coordinate all activities with the City. The Contractor shall provide the City with reasonable time to respond to requests for information and for coordination.

11. TECHNICAL SPECIFICATIONS

Technical specifications as attached are included in the contract.

12. CONTRACT DRAWINGS

Project drawings prepared by JMT as provided are considered contract documents. See the cover sheet of the plan set for the list of drawings.

13. BID ITEMS

Bidders must provide prices on the Proposal form including all adjustment bid items. The Owner reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the Proposal if such additions and/or deletions are made to quantities.

14. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work described in each pay item shall be incidental to the bid item the work is being completed under.

15. METHOD OF MEASUREMENT AND INCIDENTALS DETERMINATION

The measurement of payment shall be for the removal of the materials listed in the Proposal in accordance with the units indicated as Lump Sum (LS), Linear Feet (LF) complete and accepted by Owner.

1. Demolition: The lump sum cost for complete removal all buildings including foundations, basements, and site improvements such as sidewalks, walls, bike racks, above ground utilities, below ground utilities and any other item in the area designated on the project drawings. This item includes any item or dust control measures necessary to facilitate the removal of the items. This item also includes any erosion and sediment controls necessary to facilitate the project.
2. Chain Link Fence: The unit cost to install the minimum eight (8) foot tall chain link fence as shown on the contract drawings. This item includes any gates shown on the drawings.
3. Tree Protection: The lump sum cost to install tree protection as shown on the contract drawings.
4. Mobilization: The lump sum cost to mobilize and demobilize from the site. This amount can not exceed more than 5% of the total for Bid Items 1-4.

16. AVAILABLE BACKGROUND INFORMATION

Reports, maps, soil borings, site diagrams, photographs, original construction drawings and other documents provided in the Appendix form a part of this Bid Specification to the extent referenced and provide detailed information about the Project Location, and existing conditions of the site(s). The documentation is provided for informational purposes only and for the sole use of the Contractor. The City makes no claims as to the correctness or accuracy of the data provided therein. The Contractor shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the City.

CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

PROPOSAL

To: The Mayor and City Council
Newark, Delaware

From: _____

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 19-08 and bids himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

<u>Bid Item</u>	<u>Description</u>	<u>Unit</u>	<u>Bid Qty.</u>	<u>Unit Price</u>	<u>Item Total</u>
1	Demolition	Lump Sum	1		
2	Chain Link Fence	LF	2,000		
3	Tree Protection	Lump Sum	1		
4	Mobilization*	Lump Sum	1		
Total for Bid Items 1-4					

*Mobilization can not exceed 5% of the Total for Bid Items 1-4.

Project to be completed by _____

DATE: _____ BIDDER: _____

By: _____
Its legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

BOND TO ACCOMPANY PROPOSAL

(Not necessary if certified or cashier's check is used)
Bond shall be no less than 10% of the total of Items 1-4 in the Proposal

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ of the County of _____
and State of _____, principal, and _____
of _____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of _____
_____ dollars, to be paid to said City of Newark for use
and benefit of the Mayor and Council of Newark, for which payment well and truly to be made, we
do bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and
severally, for and in the whole, Contractor by these presents. Sealed with our seal dated the _____
day of _____ in the year of our Lord, two thousand
_____ (20____).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the above bounded principal who has
submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 19-08,
RODNEY COMPLEX – DEMOLITION and if said _____
shall well and truly enter into and executes said contract and furnish therewith such Surety Bond or
Bonds as may be required by the terms of said contract and approved by said City of Newark, said
Contract, and said Bond to be entered into within twenty (20) calendar days after the date of official
notice of award thereof in accordance with the terms of said proposal, then this obligation to be

void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE PRESENCE OF WITNESS:

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)

CITY OF NEWARK

Delaware

CONTRACT NO. 19-08

RODNEY COMPLEX – DEMOLITION

NON-COLLUSION STATEMENT

Date: _____

City of Newark
Newark, Delaware

Gentlemen:

This is to certify that the undersigned bidder _____
has not, either directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with this proposal
submitted to the City of Newark on the _____ day of _____, 20__.

Signature of Bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 20__.

My Commission expires _____

Notary Public

SECTION 01 00 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Site condition reports.
 - 6. Unusual event reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 1. Working electronic copy of schedule file, where indicated.
 2. PDF file.
 3. Two paper copies, of sufficient size to display entire period or schedule, as required.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at weekly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Unusual Event Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
 1. Use Microsoft Project or Primavera P6
- B. Time Frame: Extend schedule from date established by the Notice to Proceed to the date of Substantial Completion and Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times of 7 days each. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
 6. Work under More Than One Contract: Include a separate activity for each contract.
 7. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each Bi-Weekly Progress Meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Testing and inspection.
 8. Accidents.
 9. Meetings and significant decisions.
 10. Unusual events.
 11. Stoppages, delays, shortages, and losses.
 12. Meter readings and similar recordings.
 13. Emergency procedures.
 14. Orders and requests of authorities having jurisdiction.
 15. Change Orders received and implemented.
 16. Construction Change Directives received and implemented.
 17. Services connected and disconnected.
 18. Equipment or system tests and startups.
 19. Partial completions and occupancies.
 20. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
 2. Material stored prior to previous report and since removed from storage and installed.
 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01 00 00

SECTION 02 00 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including but not limited to Project Coordinator, Architect, Construction Inspector, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Dust Control Plan: Submit coordination drawing and narrative that indicates the dust control measures proposed for use, proposed locations, and proposed time frame for their operation.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, for use of construction personnel.
- D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service **overhead** unless otherwise indicated.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - F. Temporary Roads and Paved Areas: Construct and maintain temporary construction entrances, laydown areas, and haul roads adequate for construction operations. Locate temporary roads within construction limits indicated on Drawings.
 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
 - G. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
 - H. Parking: Provide and maintain on-site parking areas for construction personnel.
 - I. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
 - J. Project Signs: Provide project signs as indicated. Unauthorized signs are not permitted.
 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - b. Provide adequate safety signage at site entrances and perimeter safety/security fences
 3. Maintain and touch up signs so they are legible at all times.
 - K. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to the Section 312000 "Earth Moving", the Erosion and Sedimentation Control drawings, or authorities having jurisdiction, whichever is more stringent.
 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 2. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection:
- F. Tree and Plant Protection: Comply with detail shown on contract drawings. Install temporary fencing located as indicated on contract drawings to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and
- H. Site Enclosure Fence: Before demolition operations begin, relocate existing fencing and furnish and install additional site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations as indicated on Drawings.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- I. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise cutting and welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Inspect daily and maintain temporary Site Enclosure Fencing and entrance gates on a 24-hour basis where required to achieve indicated results and to avoid possibility of unauthorized entry.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion, unless specifically noted otherwise.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of and continue use of specific temporary facilities until completion of all phases of the project, including:
 - a. Project Identification Sign
 - b. Construction entrance signs, pedestrian control signs, and other site safety signage.
 - c. Temporary site enclosure fencing and gates.
 - d. Construction field office, temporary utilities, and furnishings.
 - e. Final Completion of this Contract, Owner will take possession and assume responsibility for transferable rental fees, maintenance, removal, and demobilization costs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

END OF SECTION 02 00 00

SECTION 03 00 00 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, and removing site utilities.
7. Temporary erosion- and sedimentation-control measures.

- B. Related Sections:

1. Section 02 00 00 "Temporary Facilities and Controls"
2. Section 04 00 00 "Demolition"
3. Section 05 00 00 "Earthwork"

1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

- F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction as indicated on Drawings.
- G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property or right-of-way adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property or right-of-way until directed by Owner.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store at the location indicated on the Contract Drawings.
- D. Utility Locator Service: Notify Miss Utility, City of Newark, and the University of Delaware for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- F. The following practices are prohibited within plant-protection zones:
 - 1. Storage of construction materials, debris, or excavated material.

2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 05 00 00 "Earthwork."

PART 3 - EXECUTION

3.1 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain on each tree trunk at 54 inches above the ground.
- B. Protect existing site improvements to remain from damage during construction.
1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to project drawings.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Owner at no cost to the Owner.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed on project drawings.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will assist in arranging to shut off indicated utilities when requested by Contractor.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than 72 hours in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- C. Excavate for and remove underground utilities indicated to be removed.
- D. Removal of underground utilities is included in Section 05 00 00 "Earthwork" and with applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security and utilities sections and Section 04 00 00 "Demolition".

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain.
 - 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 24 inches below exposed subgrade.
 - 3. Use only hand methods for grubbing within protection zones.
 - 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Do not stockpile topsoil within protection zones.
 - 2. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 3. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated.
- B. Remove slabs, paving, curbs, gutters, sidewalk, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 03 00 00

SECTION 04 00 00 - DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of buildings and any site improvements.
 - 2. Removing below-grade construction.
 - 3. Disconnecting, capping or sealing, and removing site utilities.
 - 4. Salvaging items for reuse by Owner.

- B. Related Requirements:

- 1. Section 03 00 00 "Site Clearing"
 - 2. Section 05 00 00 "Earthwork"

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for dust control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations.

1.6 FIELD CONDITIONS

- A. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- C. Comply with Air Monitoring Requirements indicated in Contract Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.

3.2 PREPARATION

- A. Salvaged Items: Comply with the following:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to storage area indicated on project Drawings.
 - 5. Protect items from damage during transport and storage.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished. All utilities must ultimately be completely removed as indicated on project drawings.
 - 1. Owner will assist in arranging to shut off utilities when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

- A. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- B. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 3. Maintain adequate ventilation when using cutting torches.
 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be removed and salvaged are indicated on project drawings.
- D. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- E. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures as indicated on project drawings.

3.7 SITE RESTORATION

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction according to backfill requirements in Section 05 00 00 "Earthwork."

3.8 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site.
 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.10 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 1. Clean roadways of debris caused by debris transport.

END OF SECTION 04 00 00

SECTION 05 00 00 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Excavating and filling for rough grading the Site.
 - 2. Excavating and backfilling trenches for removing utilities and pits for buried utility structures.

- B. Related Requirements:

- 1. Section 03 00 00 "Site Clearing"
 - 2. Section 04 00 00 "Demolition"

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D2487.
 - 2. Laboratory compaction curve according to ASTM D698.
- B. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.5 QUALITY ASSURANCE

- A. Blasting: Not permitted.
- B. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property or right-of-way adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property or right-of-way until directed by Engineer.
- C. Utility Locator Service: Notify Miss Utility, City of Newark, and the University of Delaware for area where Project is located before beginning earth-moving operations.

- D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures are in place.
- E. Do not commence earth-moving operations until plant-protection measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

3.4 MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.5 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Testing and inspecting underground utilities.
 2. Removing concrete formwork.
 3. Removing trash and debris.
 4. Removing temporary shoring, bracing, and sheeting.
 5. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.6 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.7 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698.

3.8 GRADING

- A. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Grade as required to a maximum slope of 2 feet horizontal to 1 foot vertical.

3.9 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

3.10 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.

END OF SECTION 05 00 00

SECTION 06 00 00 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Chain-link fences.
- 2. Swing gates.

1.3 PREINSTALLATION MEETINGS

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Fence and gate posts, rails, and fittings.
 - b. Chain-link fabric, reinforcements, and attachments.
 - c. Gates and hardware.
- B. Shop Drawings: For each type of fence and gate assembly.
 - 1. Include sections, details, and attachments to other fences.
 - 2. Include accessories, hardware, gate operation, and operational clearances.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of chain-link fence and gate.
- B. Product Test Reports: For framework strength according to ASTM F1043, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to comply with performance requirements.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - c. Faulty operation of gate operators and controls.
 - 2. Warranty Period: (Two) 2 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. See project drawings for height, spacing, and post installation requirements.

2.2 FENCE FRAMEWORK

- A. Posts and Rails ASTM F1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043.

2.3 TENSION WIRE

- A. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire according to ASTM A817 or ASTM A824, with the following metallic coating:
 - 1. Type II: Zinc coated (galvanized)
 - a. Class 4: Not less than 1.2 oz./sq. ft. (366 g/sq. m) of uncoated wire surface.

2.4 SWING GATES

- A. General: ASTM F900 for gate posts, single, and double swing gate types.
 - 1. Gate Leaf Width: As indicated.

2. Framework Member Sizes and Strength: Based on gate fabric height as indicated.

B. Pipe and Tubing:

1. Zinc-Coated Steel: ASTM F1043 and ASTM F1083; manufacturer's standard protective coating and finish.

C. Hardware:

1. Hinges: 360-degree inward and outward swing.
2. Latch: Permitting operation from both sides of gate

2.5 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 CHAIN-LINK FENCE INSTALLATION

- A. Install chain-link fencing according to ASTM F567.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting.
- D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more. For runs exceeding 500 feet space pull posts an equal distance between corner or end posts.
- E. Line Posts: Space line posts as indicated on project drawings.
- F. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install

tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches (of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- G. Intermediate and Bottom Rails: Secure to posts with fittings.
- H. Chain-Link Fabric: Apply fabric to [outside] of enclosing framework. 2-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- I. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches o.c.
- J. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.
1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.
- K. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side.

3.2 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

3.3 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION 06 00 00